Scheindlin, S.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VERINT SYSTEMS INC. and
VERINT AMERICAS INC.,

Plaintiffs,

v.

RED BOX RECORDERS LTD.,

Defendant.

Case No. 14-cv-5403 (SAS)

STIPULATED PROTECTIVE ORDER PURSUANT
TO FEDERAL RULE OF CIVIL PROCEDURE 26(c)

WHEREAS, Verint Systems, Inc. and Verint Americas Inc. (collectively "Verint" or "Plaintiffs") are named plaintiffs in the above-referenced action ("this Action");

WHEREAS, Red Box Recorders Ltd. ("Red Box" or "Defendant") is the named defendant in this Action;

WHEREAS, in the course of this Action, Verint may seek disclosure to it of information which Red Box regards as proprietary or confidential trade secret, technical, business, financial, or personnel information;

WHEREAS, in the course of this Action, Red Box may seek disclosure to it of information which Verint regards as proprietary or confidential trade secret, technical, business, financial, or personnel information;

WHEREAS, in the course of this Action, any of Verint and/or Red Box may seek disclosure of third-party information to any one of them which the third party regards as proprietary or confidential trade secret, technical, business, financial, or personnel information; and

WHEREAS, the parties to this Action desire to establish a mechanism to protect any disclosure of such proprietary or confidential trade secret, technical, business, financial, or personnel information;

IT IS HEREBY STIPULATED by and among the parties hereto, by their respective undersigned counsel of record herein, that this Stipulated Protective Order shall govern in this Action the disclosure of proprietary or confidential trade secret, technical, business, financial, or personnel information.

DEFINITIONS

1. "Order" and "Protective Order" mean this Stipulated Protective Order.

2. "Party" means any party to this Action and every director, officer, employee, and managing agent of any party to this Action.

3. "Third Party" means a person or entity who is not a party to this Action and who is requested to provide information or testify in connection with this Action.

4. "CONFIDENTIAL INFORMATION" means all information and copies of information, in any form, which a Party or a Third Party in good faith believes constitutes, contains, reveals, relates to, or reflects trade secrets and/or confidential processes, operations, research, technical or developmental information or apparatus, production, marketing, sales, customers, shipments, or other proprietary or confidential trade secret, technical, business, financial, or personnel information within the meaning of Fed. R. Civ. P. Rule 26(c)(1)(G). CONFIDENTIAL INFORMATION shall not include:

a. information that is in the public domain at the time of disclosure;

b. information which after disclosure is published or becomes part of the public domain through no fault of a person receiving information under this Order, but only after it is published or comes into the public domain;

c. information that is in the possession of a party receiving such information without any confidentiality obligations at the time of disclosure; or

d. information disclosed by a third party that is not subject to any confidentiality obligations at the time of the disclosure.

5. "Outside Counsel" means outside attorneys of record and attorneys serving under their direct supervision, including but not limited to outside attorneys admitted pro hac vice in this Action and their respective stenographic, clerical, and legal assistant employees.

6. "Designated In-House Counsel" means attorneys in the legal or patent department with litigation oversight responsibilities. The number of individuals specified as "Designated In-House Counsel" shall be limited to a maximum of one individual for Verint and one individual for Red Box.

TERMS OF THE ORDER

7. **Use of CONFIDENTIAL INFORMATION**

Except by consent of the producing Party or order of this Court and subject to the provisions of Paragraphs 11 and 20 hereof, a Party or person bound by this Order shall not (1) use any CONFIDENTIAL INFORMATION received pursuant to this Order for any purpose other than the prosecution of the cause of action for patent infringement or the defense of such cause of action as set-forth in the original complaints in this Action, (2) submit or use any CONFIDENTIAL INFORMATION received pursuant to this Order in any communication, including patent applications, with any government, agency, or court in any country of the world, or (3) disclose or release to any person not authorized under this Order any CONFIDENTIAL INFORMATION received pursuant to this Order. For example, CONFIDENTIAL INFORMATION shall not be used to file or prosecute any patent application.

The recipient of any CONFIDENTIAL INFORMATION that is provided under this Order shall maintain such information in a secure and safe place and shall exercise reasonable care regarding the maintenance, storage, custody, and use of such information.

Nothing in this Order shall bar or otherwise restrict any Outside Counsel or Designated In-House Counsel from rendering advice to his or her Party-client in this Action. Nothing in this Order shall bar or otherwise restrict such Party-client from relying upon such Outside Counsel's or Designated In-House Counsel's examination and/or analysis of CONFIDENTIAL INFORMATION, provided, however, that in rendering such advice and in otherwise communicating with such client, such Counsel shall not disclose any CONFIDENTIAL INFORMATION to unauthorized persons.

8. **Patent Prosecution Bar**

No person substantively involved in patent prosecution related to call center technology can have access to information designated CONFIDENTIAL INFORMATION. This patent prosecution bar shall not apply to members and employees of the firm or firms of trial counsel, who do not also serve as prosecution counsel and will not for a period of two years after conclusion of this proceeding or serve as prosecution counsel for any party to this litigation and related parties concerning patent applications directed to call center technology, it being understood that this restriction is limited to the individuals who receive the CONFIDENTIAL INFORMATION and not imputed to their law firms as a whole.

Absent written consent of the owner of the CONFIDENTIAL INFORMATION, any person reviewing, on behalf of Plaintiffs, information designated CONFIDENTIAL INFORMATION containing technical information of a current or future product or service of Defendant (all of which shall also be automatically considered as "Prosecution Bar Materials") shall not, for a period commencing upon receipt of such information and ending two years following the conclusion of the above captioned action within which the Defendant appears as a defendant (including any appeals) engage in any Prosecution Activity (as defined below) substantially related to the subject matter of the asserted patents.

Absent written consent of the owner of the CONFIDENTIAL INFORMATION, any person reviewing, on behalf of Defendant, information designated CONFIDENTIAL INFORMATION containing technical information of a current or future product or service of Plaintiffs (all of which shall also be automatically considered as "Prosecution Bar Materials") shall not, for a period commencing upon receipt of such information and ending two years following the conclusion of the above captioned action within which the Plaintiffs appear as plaintiffs (including any appeals) engage in any Prosecution Activity (as defined below) substantially related to the subject matter of the asserted patents.

Prosecution Activity shall mean any activity related to the competitive business decisions involving the preparation or prosecution (for any person or entity) of patent applications substantially related to the subject matter of the asserted patents, or advising or counseling clients regarding the same, including but not limited to providing any advice, counseling or drafting of claims for any patent application, reexamination, *inter partes* reviews, reissue patent application, or any other post-grant proceeding at any patent office. Prosecution Activity does not include (1) activities by parties' counsel or their clients and affiliates in challenging the validity of a patent in reexaminations, *inter-partes* reviews, or other post-grant challenges to patents, or (2) activities by any person subject to this provision for purposes of performing administrative tasks for pending patent applications on which the person is an inventor. Administrative tasks in this context do not include directly or indirectly (e.g., by advising) drafting or revising patent applications, responses to office actions, amendments, examiner interviews or any invention disclosures used in a patent application that are substantially related to the subject matter of the asserted patents. Administrative tasks are only meant to include submitting prior art to the patent office, or signing of assignments, declarations, power of attorneys, terminal disclaimers and other documents not affecting the scope of the disclosure or the claims. Nothing in this provision shall prohibit any attorney of record in these actions from discussing any aspect of this case that is reasonably necessary for the prosecution or defense of any claim or counterclaim in these actions with his/her client.

9. **Manner of Identifying Produced Document**

Documents produced pursuant to discovery in this Action shall, where possible, bear a unique, per-page, identifying number, except unique identifying numbers are not required when documents are produced only for inspection.

10. **Manner of Designating CONFIDENTIAL INFORMATION**

a. Physical objects or documents containing CONFIDENTIAL INFORMATION shall be designated by stamping, marking, or affixing on each page or onto the physical object or its container thereto an identifying legend in the general form:

[party name] CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER

In addition, documents and things produced by Mr. Alan Roden prior to the entry of this Stipulated Protected Order bearing production numbers VRB-000001 through VRB-000178 and marked as "**HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY**" are considered and acknowledged to have been provided with the appropriate designation and are within the scope and protection of this Protective Order. In the event a receiving Party generates any paper printout, copy, image, or transcription from any designated physical object, such Party must stamp each page with the appropriate legend, and the paper printout or transcription shall be treated as designated.

b. CONFIDENTIAL INFORMATION revealed by inspection of things or premises shall be designated before the inspection by the Party or Third Party permitting inspection by specifying in writing the locations of and things which contain CONFIDENTIAL INFORMATION.

c. If documents are produced for inspection, then all such documents will be treated as CONFIDENTIAL INFORMATION unless and until the producing party subsequently produces any such documents without the "CONFIDENTIAL INFORMATION" designation.

d. All depositions taken upon oral examination in this Action shall be treated in their entirety as being CONFIDENTIAL INFORMATION. The use and disclosure of such depositions shall be governed by the same rules that govern the use or disclosure of CONFIDENTIAL INFORMATION included in documents as described herein.

e. A Party or Third Party producing CONFIDENTIAL INFORMATION that inadvertently fails to designate such CONFIDENTIAL INFORMATION pursuant to this Order at the time of production shall be entitled to make a correction at any time. Such correction and notice thereof shall be made in writing, accompanied by substitute copies of each item, appropriately designated as CONFIDENTIAL INFORMATION. The Party receiving the CONFIDENTIAL INFORMATION before the notice and correction by the producing Party or Third Party shall return to Outside Counsel for the producing Party or Third Party all such previously undesignated CONFIDENTIAL INFORMATION with all copies, or certify destruction thereof, within five (5) calendar days after receiving the substitute copies. Upon receipt of correction and notice, the receiving Party shall honor the provisions of this Order and shall consider and treat as properly designated CONFIDENTIAL INFORMATION the previously undesignated CONFIDENTIAL INFORMATION, including to the extent that such information has been incorporated into any attorney work product. Under such circumstances, no receiving Party shall have any obligation or liability due to any disclosure of the CONFIDENTIAL INFORMATION which occurred before the receipt of correction and notice, provided that any subsequent disclosure shall be in accordance with such corrected designation.

11. **No Admission or Waiver**

The designation of CONFIDENTIAL INFORMATION by a Party or Third Party is intended solely to facilitate compliance with discovery in this Action. Neither such designation nor treatment in conformity with such designation shall be construed as an admission or agreement by any Party or Third Party that the designated information constitutes or contains any trade secret or CONFIDENTIAL INFORMATION. Failure to so designate information shall not constitute a waiver of any claim by a Party or Third Party that information contains CONFIDENTIAL INFORMATION.

12. **Treatment of CONFIDENTIAL INFORMATION**

Absent the consent of the producing Party, documents or information designated as CONFIDENTIAL INFORMATION shall be disclosed by the receiving Party only to:

a. Outside Counsel of record for the receiving Party, their staff, and any litigation service contractors (such as copy services, translators, and trial graphics vendors) whose function in connection with this Action requires access to CONFIDENTIAL INFORMATION;

b. Designated In-House Counsel for the receiving Party consistent with the restrictions of Paragraph 7 above, and their immediate staff, but only to the extent necessary to carry out duties related to this litigation;

c. any person agreed to in writing by the producing Party;

d. outside experts and consultants for the receiving Party as provided in Paragraph 14, but only to the extent necessary to carry out duties related to this Action;

e. stenographers, court reporters, videographers or other individuals solely involved for the recordation and transcription of deposition or court proceedings or for like purposes at the request and consent of the Parties; and

f. the Court, its staff, and designees.

13. **Actions to Be Taken in the Event of Unauthorized Disclosure of CONFIDENTIAL INFORMATION**

If CONFIDENTIAL INFORMATION designated pursuant to this Order is disclosed to an unauthorized person or in a manner not authorized by this Order, the Party responsible for the unauthorized disclosure shall immediately upon learning of the unauthorized disclosure provide all pertinent facts relating to such disclosure (including the name(s) of the person(s) to whom disclosed) to the attention of the Outside Counsel for the Party or Third Party designating the CONFIDENTIAL INFORMATION, without prejudice to other rights and remedies of the designating Party or Third Party. The Party responsible for the unauthorized disclosure shall use its best efforts to prevent further unauthorized use or disclosure of CONFIDENTIAL INFORMATION, shall use its best efforts to immediately retrieve all copies of the CONFIDENTIAL INFORMATION, and shall otherwise mitigate harm.

14. **Additional Permissible Disclosure of CONFIDENTIAL INFORMATION**

Documents designated CONFIDENTIAL INFORMATION also may be disclosed and used during a deposition or at trial, subject to appropriate safeguards necessary to maintain the confidentiality of the information contained in the documents, to: (i) persons otherwise shown to be the originator, author, or a recipient of such documents; or (ii) persons shown to have knowledge of the CONFIDENTIAL INFORMATION contained in the documents; or (iii) present or former employees, agents, representatives, successors-in-interest and predecessors-in-

interest of the designating Party or Third Party, its subsidiaries, or affiliates. Nothing in this Paragraph shall prevent a Party or a Third Party from giving its consent to having its CONFIDENTIAL INFORMATION disclosed to any witness during a deposition or at trial.

15. **Access to CONFIDENTIAL INFORMATION by Outside Experts and Consultants**

As specified in Paragraph 12 above, outside experts or outside consultants and their staff whose advice and consultation are being or will be used in preparation for and/or at trial of this Action may have access to documents and information designated as CONFIDENTIAL INFORMATION pursuant to the following procedure:

a. Each such outside expert or consultant shall read this Order and execute a Confidentiality Agreement in the form attached hereto as Exhibit A before obtaining access to any CONFIDENTIAL INFORMATION.

b. Each such Confidentiality Agreement executed by a Party's expert(s) or consultant(s), along with a current copy of the expert's or consultant's curriculum vitae, a list of each expert or consultant's publications for the preceding ten (10) years, and a list of each expert or consultant's trial and/or deposition testimony given in the preceding four (4) years shall be transmitted to Outside Counsel for the Party from which the CONFIDENTIAL INFORMATION was obtained by no later than ten (10) calendar days before the disclosure of any CONFIDENTIAL INFORMATION.

c. If a Party believes that disclosure of its CONFIDENTIAL INFORMATION to another Party's expert(s) or consultant(s) would injure or prejudice it, the Party may object in writing within ten (10) calendar days of receipt of the materials described in Paragraph 15(b) above. If timely objection is made, the Parties shall attempt in good faith to resolve the disclosure issue. If the Parties cannot resolve a dispute regarding disclosure to an outside expert or consultant, the objecting Party may apply to the Court for an order prohibiting disclosure of its CONFIDENTIAL INFORMATION to the outside expert or consultant. The objecting Party has twenty (20) days from receipt of the materials described in Paragraph 15(b) above to move the Court to preclude the outside expert or consultant from viewing its CONFIDENTIAL INFORMATION. If the objecting Party does not bring a timely motion, CONFIDENTIAL INFORMATION may be disclosed to the outside expert or consultant after the time allowed for filing the motion has passed.

16. **Disputes Regarding Designation of In-House Counsel**

Each of Verint and Red Box may designate one Designated In-House Counsel, as provided in Paragraph 6 by providing notice to the other Parties. The notice shall include the employee's name and a description of the employee's position(s), title(s), and responsibilities for the past five years. A Designated In-House Counsel may be replaced by a substitute Designated In-House Counsel, up to a maximum of one at any one time, upon notification regarding the substitute Designated In-House Counsel. If a Party or Third Party believes that disclosure of its CONFIDENTIAL INFORMATION to a Party's Designated In-House Counsel would injure or prejudice it, the Party or Third Party may object in writing within ten (10) calendar days of receiving notice of the designation from the designating Party. If timely objection is made, the

Parties or Third Party shall attempt in good faith to resolve the disclosure issue. If the Parties or Third Party cannot resolve a dispute regarding disclosure to a Designated In-House Counsel, the objecting Party may apply to the Court for an order prohibiting disclosure of its CONFIDENTIAL INFORMATION to the Designated In-House Counsel. The objecting Party or Third Party has twenty (20) days from receipt of the notice of the designation from the designating Party to move the Court to preclude the Designated In-House Counsel from viewing its CONFIDENTIAL INFORMATION. If the objecting Party does not bring a timely motion, CONFIDENTIAL INFORMATION may be disclosed to the Designated In-House Counsel after the time allowed for filing the motion has passed.

17. **Effect of this Order on Discovery**

This Order shall not preclude or limit the right of any Party or Third Party to oppose discovery on any ground which would otherwise be available.

18. **Inadvertent Production and Non-Waiver of Privileges**

Inadvertent production in the course of discovery of any information in any form (whether properly designated as CONFIDENTIAL INFORMATION or not) shall not waive any privilege or immunity that would otherwise attach to the information produced, provided that the producing Party or Third Party notifies the Outside Counsel for the receiving Party of the claim of privilege or immunity within fifteen (15) days after discovery of the inadvertent production. Upon such notice, the receiving Party and Outside Counsel for the receiving Party shall return to the producing Party or Third Party all documents and things containing information claimed to be subject to any privilege or immunity, or certify destruction thereof. Returning or destroying inadvertently produced materials shall not constitute an acknowledgment that the information contained in the materials is privileged or immune from discovery.

Notwithstanding the provisions of the preceding Paragraph, if any document or information is:

a. marked as an exhibit in a deposition at which the producing Party is represented by counsel;

b. presented as an exhibit to, or specifically identified in, any brief, legal memorandum, affidavit or declaration filed and/or served in this Action;

c. presented as an exhibit to, or specifically identified in any expert report served in this Action;

d. specifically identified in an interrogatory answer or other discovery response (or section of the Pretrial Order) served by or on the Producing Party in this Action; or

e. specifically identified at any hearing in this Action;

by any Party, then the Producing Party will be entitled to relief under this Paragraph 18 only if the Producing Party makes a claim of inadvertent production under this Paragraph within fifteen (15) days after such use or identification of the document or information.

19. **Effect of this Order on Depositions**

Consistent with Paragraph 14 above and all other provisions of this Order, when a Party's or Third Party's CONFIDENTIAL INFORMATION is discussed or disclosed during a deposition, the Party or Third Party may exclude any person not authorized under this Order to have access to the CONFIDENTIAL INFORMATION from the deposition while the CONFIDENTIAL INFORMATION is disclosed or discussed.

20. **Court Reporters**

Court reporters, stenographers and videographers who transcribe or record testimony in this Action containing information identified by a Party or Third Party as its CONFIDENTIAL INFORMATION shall exercise reasonable care in maintaining the confidentiality of all transcriptions, recordings, notes, and other documents containing the CONFIDENTIAL INFORMATION and shall not disclose those materials, except to Outside Counsel authorized under this Order to receive the CONFIDENTIAL INFORMATION and to the Court.

21. **Other Proceedings**

By entering this Order and limiting the disclosure of information in this case, the Court does not intend to preclude another Court from finding that information may be relevant and subject to disclosure in another case. Any person or Party subject to this Order who becomes subject to a motion to disclose another Party's or Third Party's information designated CONFIDENTIAL INFORMATION pursuant to this Order shall promptly notify that Party of the motion so that the party may have an opportunity to appear and be heard on whether the information should be disclosed.

22. **Modification and Additional Protective Orders**

Nothing herein shall prevent any Party or Third Party from: (i) applying to the Court for a modification of this Stipulated Protective Order should the moving Party or Third Party believe the Order, as originally entered, is impairing its efforts to prepare for trial; (ii) applying to the Court for further or additional protective orders; or (iii) making an agreement with the other Parties in this Action to modify this Stipulated Protective Order, subject to Court approval.

23. **Motion for Relief From CONFIDENTIAL INFORMATION Designation**

A Party shall not be obligated to challenge the propriety of a CONFIDENTIAL INFORMATION designation at the time made, and failure to do so shall not preclude a subsequent challenge during the pendency of the litigation. A Party challenging a designation shall provide written notice to the Party or Third Party who produced the CONFIDENTIAL INFORMATION.

Upon motion, the Court may affirm the appropriateness of the CONFIDENTIAL INFORMATION designation or order its removal from any information so designated. Regarding any motion concerning the propriety of a CONFIDENTIAL INFORMATION designation, the Party or Third Party making the designation shall bear the burden of proof.

24. **Filing Documents Designated CONFIDENTIAL INFORMATION with the Court**

If a Party wishes to file or lodge with the Court for any purpose any document, transcript, or thing containing information which is or has been designated CONFIDENTIAL INFORMATION, the Party shall designate the material as CONFIDENTIAL INFORMATION as set forth in Paragraph 10 above, and it shall be filed with the Court electronically under seal using the Court's e-filing system or in a sealed envelope bearing the caption of the case and the following legend:

CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER
NOT TO BE OPENED EXCEPT BY ORDER OF THE COURT

Upon the failure of the filing or lodging Party to properly designate information as CONFIDENTIAL INFORMATION, any Party or Third Party who in good faith believes that designation and filing under seal is required may move the Court to file said information under seal within ten (10) calendar days of learning of the defective filing or lodging. Notice of such designation shall be given to all Parties in the Action. Nothing in this provision relieves a Party of liability for damages caused by failure to properly file CONFIDENTIAL INFORMATION under seal.

25. **Order Binding As of Date of Court Order**

This Order shall be binding on the Parties as of the date on which the Court enters its order endorsing this Order, except that the Parties are bound under the terms of this order with respect to the documents and things produced by Alan Roden bearing production numbers VRB-000001 through VRB-000178, notwithstanding that such production occurred prior to the entry of this order.

26. **Conclusion of Litigation**

At the conclusion of this Action, by judgment or otherwise, including all appeals, all documents and information designated in this Action as CONFIDENTIAL INFORMATION, including electronic copies thereof, shall be, at the receiving Party's or Third Party's election and instruction, either (1) returned within sixty (60) calendar days of the conclusion of the litigation to the producing Party or Third Party along with all copies thereof, or (2) destroyed within sixty (60) calendar days of the conclusion of the litigation by the receiving Party, after which the receiving Party will certify within seventy-five (75) days of the conclusion of this Action that such return and/or destruction has in fact been completed. At the conclusion of this Action, all documents prepared in this Action by attorneys (including Outside Counsel and Designated In House Counsel), Designated Party Representatives, and outside experts and consultants designated pursuant to Paragraph 15 above, containing summaries, abstracts, or quotations from documents designated by a Party or Third Party as protected by this Order, shall be destroyed within sixty (60) calendar days or kept within the internal files of the Outside Counsel for the Party creating such documents.

Any legal briefs or memoranda containing CONFIDENTIAL INFORMATION prepared by Outside Counsel of any Party may be retained in the Outside Counsel's internal files.

27. **Survival of Terms of this Order**

The provisions of the Order shall survive the final termination of this Action for any retained documents or contents thereof.

Dated: October 21, 2015

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Dated: October 21, 2015

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SO ORDERED this 22 **day of** October **, 2015**

Hon. Shira Scheindlin
United States District Judge

10/21/2015ACTIVE 31966370v2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VERINT SYSTEMS INC. and VERINT AMERICAS INC., Plaintiffs, v. RED BOX RECORDERS LTD., Defendant.	Case No. 14-cv-5403 (SAS) **"EXHIBIT A" TO STIPULATED PROTECTIVE ORDER**

DECLARATION OF ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, ______________________________________, declare under penalty of perjury under the laws of the United States that:

1. My address is ____.

2. My present employer is __________________________________, and its address is ____.

3. My present occupation or job description is ________________________.

4. I hereby certify that I have read and understand the terms of the Stipulated Protective Order ("Protective Order") among the Parties in Civil Action No. 14-cv-5403 (SAS).

5. I agree that I will not use, disclose, or allow to be disclosed to anyone not expressly permitted by the Protective Order to receive CONFIDENTIAL

INFORMATION, any of the contents of CONFIDENTIAL INFORMATION received under protection of the Protective Order. I also agree to be bound by the terms and conditions of the Protective Order.

6. I agree that as to all individuals not expressly permitted to receive CONFIDENTIAL INFORMATION, I am to keep confidential all copies of any materials that I receive, whether at home or at work, which have been designated as CONFIDENTIAL INFORMATION. I also agree that I will carefully maintain such materials in a container, drawer, room, or other safe place in a manner consistent with the Protective Order. I further agree that all such documents are to remain in my custody until I have completed my assigned or legal duties, whereupon they are to be returned or destroyed as specified in the Protective Order. I acknowledge that such return or the subsequent destruction of such materials shall not relieve me from any of the continuing obligations imposed upon me by the Protective Order.

7. For the purpose of enforcement of the Protective Order, I hereby submit to the jurisdiction of United States District Court for the Southern District of New York.

DATED: ______________________________

____
(Signature)

____
(Printed Name)

[Attach Notice of Electronic Filing]